

SERIAL 09027 SS COPLINK SOLUTION SUITE SOFTWARE & SUPPORT

DATE OF LAST REVISION: April 14, 2010

CONTRACT END DATE: October 31, 2013

**CONTRACT PERIOD BEGINNING APRIL 01, 2009
ENDING OCTOBER 31, 2013**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COPLINK SOLUTION SUITE SOFTWARE & SUPPORT**

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9200401.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



SOLE SOURCE CONTRACT

SERIAL 09027-SS

This Contract is entered into this 1st day of April 2009 by and between Maricopa County, a political subdivision of the State of Arizona, and Knowledge Computing Corporation (Contractor) for the purchase of COPLINK software and support.

1.0 **TERM:**

- 1.1 This Contract is for a term of four (4) years and seven (7) months, beginning on the 1st day of April, 2009 and ending the 31st day of October, 2013.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 **INVOICES AND PAYMENTS:**

- 2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Contract Item number(s)
 - Description of services
 - Pricing per unit of service
 - Extended price
 - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B."

- 5.2 The Contractor shall perform services as stated in Exhibit "B," or as otherwise directed in writing.

6.0 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

7.0 TERMS & CONDITIONS:

7.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

7.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

7.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

7.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

7.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

7.2.4 Certificates of Insurance.

7.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

7.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

7.3 WARRANTY OF SERVICES:

7.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

Contractor warrants that if, during the ninety-day period after installation and/or the duration of any extended warranty, County notifies Contractor that the Software contains an error that materially and adversely affects your law enforcement activities, Contractor will at no cost to County use its best efforts to either correct the error or provide a reasonable workaround for such error. Contractor does not warrant that the functions contained in the Software will meet County requirements, nor that the operation of the Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the Software that has been altered or changed in any way by County or any authorized user.

ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties, whether oral or written. Only an authorized officer of the Contractor may make modifications to this warranty or additional warranties binding Contractor, and any such modifications or additional warranties must

be in writing and must be approved by County. Approval shall not be unreasonably withheld.

7.4 PROCUREMENT CARD ORDERING:

The County may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

7.5 INTERNET COMMUNICATIONS AND ORDERING:

The County may at its option use the Internet to communicate and to place orders under this Contract.

7.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Knowledge Computing Corporation
Attn: Rollin Roos
7750 East Broadway, Suite 100
Tucson, AZ 85710-3902

7.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

7.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

7.9 TERMINATION FOR DEFAULT:

7.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 7.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 7.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 7.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

7.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

7.11 OFFSET FOR DAMAGES:

7.11.1 In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

7.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

7.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

7.14 SUBCONTRACTING:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

7.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

7.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, County, Federal or

State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse County for the services not so adequately supported and documented.

7.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

7.18 ALTERNATIVE DISPUTE RESOLUTION:

7.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

7.18.1.1 Render a decision;

7.18.1.2 Notify the parties that the exhibits are available for retrieval; and

7.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

7.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

7.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

7.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

7.19.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of

Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

- 7.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

7.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 7.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 7.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

7.21 AVAILABILITY OF FUNDS:

- 7.21.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 7.21.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

7.22 CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract.

- 7.22.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
- 7.22.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- 7.22.1.2 Reduce the Contract price to reflect the reduced value of the services performed.

7.22.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

7.22.2.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

7.22.2.2 Terminate the Contract for default.

7.23 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

7.24 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.25 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

7.26 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

7.28 CONTRACTOR LICENSE REQUIREMENT:

7.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

7.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

7.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

7.29.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

7.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

7.29.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.29.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.29.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.29.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

7.29.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail.

7.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

7.31.1 Exhibit A, Pricing.

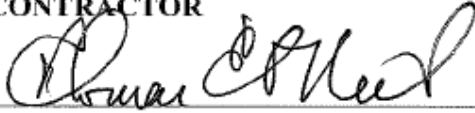
7.31.2 Exhibit B, Scope of Work.

7.31.3 Exhibit C, Contractor License Agreement

7.31.4 Exhibit D, Contractor Travel Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR




AUTHORIZED SIGNATURE

Thomas E. O'Neil
PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

APR 01 2009
DATE

ATTESTED:


CLERK OF THE BOARD

APR 01 2009
DATE

APPROVED AS TO FORM:


DEPUTY MARICOPA COUNTY ATTORNEY

4/1/9
DATE

EXHIBIT A

PRICING

SERIAL 09028-SS
 NIGP CODE: 20810
 RESPONDENT NAME: Knowledge Computing Corporation
 VENDOR NUMBER : W000007834
 ADDRESS: 7750 E Broadway, Tucson Arizona 85710
 P.O. ADDRESS: 7750 E Broadway, Tucson Arizona 85710
 TELEPHONE NUMBER: 520-574-1519
 FACSIMILY NUMBER: 520-574-0870
 WEB SITE: www.coplink.com
 REPRESENTATIVE: Rollin Roos
 REPRESENTATIVE E-MAIL: rroos@knowledgecc.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Eff. 4/14/10
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

<input checked="" type="checkbox"/> NET 10 DAYS	<input type="checkbox"/> NET 45 DAYS	<input type="checkbox"/> 1% 10 DAYS NET 30 DAYS
<input type="checkbox"/> NET 15 DAYS	<input type="checkbox"/> NET 60 DAYS	<input type="checkbox"/> 2% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 20 DAYS	<input type="checkbox"/> NET 90 DAYS	<input type="checkbox"/> 1% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 30 DAYS	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS	<input type="checkbox"/> 5% 30 DAYS NET 31 DAYS

<u>Module</u>	<u>Level</u>	<u>Cost</u>
A3 – Adaptive Analytic Architecture	3	\$34,000.00
COPLINK Mobile	3	\$21,800.00
COMP STAT Analyzer	3	\$32,750.00
Total		\$88,550.00

<u>Maintenance</u>	<u>Year</u>	<u>Annual Cost</u> <u>(Option 1)</u>	<u>Prepaid Cost</u> <u>(Option 2)</u>
11/1/09 to 10/31/10	1	\$46,125.00	\$46,125.00
11/1/10 to 10/31/11	2	\$59,387.50	\$46,125.00
11/1/11 to 10/31/12	3	\$59,387.50	\$46,125.00
11/1/12 to 10/31/13	4	\$59,387.50	\$46,125.00
Total		\$224,287.50	\$184,500.00

Assumptions

New module purchase includes 1st year support and maintenance for the modules purchased.
 Maintenance includes entire system and there is a discount if prepaid in advance for entire period from 11/1/10 to 10/31/13. The purchase order will reflect which option (1 or 2) for maintenance is applied for payment.
 Pricing to be added for new modules purchased including maintenance as agreed by both parties.

EXHIBIT B

Proposal for: Maricopa County Sheriff's Office
Provided By: Knowledge Computing Corporation

Purchase and Installation of COPLINK Modules for the Existing COPLINK Node

Summary

Knowledge Computing Corporation proposes to provide the Maricopa County Sheriff's Office with software products to enhance the existing Maricopa County COPLINK Node. The software products are modules offered by Knowledge Computing Corporation:

1. COPLINK A3

Adaptive Analytic Architecture Allows information sharing initiatives to scale across multiple jurisdictions regionally, statewide and nationally, by connecting to other COPLINK nodes, as well as other systems such as the ONEDOJ. Powerful entity resolution, tactical lead generation, visualization and analytic functions of COPLINK occur on a per session basis without permanently extracting data from any source connected through A3. This accommodates federal, state and local laws as well as privacy concerns while providing enhanced 28 CFR Part 23 compliance.

2. COPLINK MOBILE

Operates on multiple types of wireless devices that use TCP/IP supported by the secure wireless network provider of your choice. The simplified interface speeds query returns without compromising important information. HTML-based queries/works on any HTML-enabled device including but not limited to PDA's, Smart Phones, Pc's and more. Supports mug photos, criminal history queries, aliases, vehicles, tattoos and more.

3. COMPSTAT ANALYZER

A crime trend analysis and decision support solution that helps law enforcement visually understand the big picture of what criminal activity is occurring in jurisdictions, where, when, by whom in terms of demographics, and how an agency, division or officer is responding over time. With this information, personnel and resources can be more effectively deployed to reduce criminal

activity across the jurisdiction and within specific areas thereby enhancing department, unit and individual performance. A wide variety of GIS-based mapping, graphing, charting and analytic tools including temporal and spatial analysis allow for data to be sliced and diced myriad ways.

Deliverables

Knowledge Computing Corporation proposes to provide the following services:

1. Provide the COPLINK A3, COPLINK Mobile and COPLINK Comp Stat Analyzer software on the Maricopa County Sheriff's Office Node.
2. Install and configure COPLINK A3, Mobile and COPLINK Comp Stat Analyzer to the existing Maricopa County Sheriff's Office Node.
3. The COPLINK Training Director will arrange for one two-hour Web familiarization session with as many as three selected Maricopa County Sheriff's Office members for A3 and Comp Stat Analyzer. The Training Director will also provide a user's manual for the COPLINK Mobile Module. Training classes on site or at our facilities are available at the current training rates.
4. Knowledge Computing Corporation will provide maintenance for these three modules for one year from the date of installation.

Project Schedule

The Knowledge Computing Corporation Systems Manager will arrange for installation of all three modules to be completed within two weeks from the date of the receipt of the purchase order by Knowledge Computing Corporation.

Maintenance Services Agreement

KCC will provide the following maintenance and support services during the term of this Agreement:

- (1) **Maintenance Services:** KCC will provide the customer the following under the Maintenance Program:
 - (a) No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
 - (b) No-cost e-mail support for technical issues.
 - (c) No-cost for all published patches and system-wide bug fixes.
 - (d) No-cost updated installation disks and written procedures whenever the Customer system is modified by patches and/or updates.
 - (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has licensed the self-paced learning module.
 - (f) Non-warranty related program errors (once the initial warranty period has elapsed.)
- (2) **Service Level:** KCC will provide a plan and tentative schedule for resolving any technical support issue:
Standard support: within one business day of receipt.

Enhanced support: within two hours of receipt.

- (3) **Updates:** Interim version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.
- (4) **Ongoing Maintenance:** All maintenance costs are based on the assumption that KCC will have VPN and Remote Desktop access to the COPLINK servers and a remote access monitoring (RAM) system will be installed on the servers and have the ability to send email messages to servers at KCC's Tucson location only. For license fee maintenance, Customer agrees to assume ongoing maintenance fees 90 days from Purchase Order date. For integration services, Customer agrees to assume ongoing maintenance fees after the data acceptance test when the data source is in production, both of which will be charged per Exhibit A.
- (5) Customer has the option of switching from year-to-year annual maintenance to three-year annual maintenance, or from three-year annual maintenance to year-to-year annual maintenance at the beginning of any maintenance period.
- (6) For integration services of the data sources, the maintenance will include any version upgrades to the underlying data source assuming the upgrade only has less than ten modifications—renaming, deletion, or addition—to the columns of the database from the initial mapping that was approved during the Data Acceptance test. All other modifications will not be included in the maintenance such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism. The price for all integration services work outside the scope of the maintenance as outlined in the previous statement will be negotiated at a future date.

Specific Exclusions:

The Maintenance and Support Services provided hereunder shall specifically exclude the following:

- (1) The inclusion of additional functionality and features for the COPLINK system version installed at Customer's site not specifically described in this Agreement, or in Schedule 1.
- (2) New products or additional modules developed by KCC, or those not purchased by the Customer under this Agreement *with the exception of all major version upgrades.*
- (3) Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without five day prior written notification of:
 - a. All changes and upgrades
 - b. Bulk operations on data sources
 - c. Scheduled downtime
- (4) Any hardware or third-party software not under the direct control of KCC.

Technical Support Procedures:

- **Hours of Technical Support:** Ordinary Technical support for the COPLINK system is available on regular business days (Monday through Friday, holidays excepted,) from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than three (3) staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues by:
 - Telephone to the Technical Support Center
 - A Change Order Request form sent by e-mail to support@coplink.net
 - In-person reporting to a KCC technical support advisor, followed up by a Change Order Request form
- **Technical Support Telephone number:** The toll-free number to call for technical support is 877.522.9599.
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem. KCC classifies reported problems as one of four levels. Severity Levels are detailed below:
 - **Severity Level 1 (Critical Problem)** The System is unavailable, resulting in a critical impact to operations that require fast resolution.

- **Severity Level 2** (*Major Problem*) Designated users can access the System; however material functions are not available.
 - **Severity Level 3** (*Minor Problem*) Designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - **Severity Level 4** (*Minor Problem/Enhancement Request*) The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date.
- The description of the Problem Severity Level is found in the following table, along with the mitigation procedure.

Severity Level	Target Response Time (Normal Business Hours)	Frequency of Report on Issue Status	Target Issue Resolution Time
1	1 hour	Hourly	24 hours
2	1 hour	Daily	48 hours
3	1 day	Every 2 days	5 days
4	2 days	Monthly	As scheduled

- **Program Code Error (“Bug”) Determination:** KCC will attempt to replicate the problem described in the technical support request following the steps used by the customer. Non-reproducible problems will not be considered bugs.
- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a mitigation strategy to resolve the problem along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff and the final resolution of the problem.
- **Program Updates and Upgrades:** KCC will provide the Customer interim and major version updates and upgrades according to the terms of the initial deployment contract(s) and this Maintenance Agreement.
- **Program Patches and Service Packs:** Customer will receive any applicable program patches and service packs as they become available. Such patches and service packs will be designated as either “critical” or “non-critical.” Customer must install critical patches or service packs to be eligible for continued technical support.
- **Updated Installation Program:** KCC will provide Customer with a revised installation disk for the COPLINK system as these become necessary due to program modifications and additions.

EXHIBIT C

Knowledge Computing Corporation: COPLINK[®] Software End-User License Agreement

A. General. The Software is licensed, not sold. KCC hereby grants to you, a perpetual, non-exclusive and non-transferable license to use any and all COPLINK[®] Software provided to you under this License in accordance with the terms and conditions set forth herein. The Software is protected by copyright laws, as well as by other intellectual property laws. The Software and any copies that you are authorized by KCC to make are the intellectual property of and are owned by KCC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of KCC. This License grants you no rights to use such content.

B. Restricted Rights Notice. The Software provided under this License is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this License.

1. You agree that you will not sublicense, assign, transfer, pledge, lease, rent or share your rights under this License other than to allow use of the Software by authorized individuals accessing the COPLINK system node on which the Software is installed.
2. You agree that you will not modify, adapt, disassemble, decompile, reverse engineer, translate or otherwise attempt to discover the source code of the Software.
3. You may not modify the Software or create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.
4. You must maintain all copyright notices on all copies of the Software.
5. You may not distribute copies of the Software to third parties.
6. You may not export the Software to any country, entity or person to which export would be illegal.
7. All rights not expressly granted are reserved by KCC.

C. KCC's Rights. You acknowledge and agree that the Software and Documentation are proprietary products of Knowledge Computing Corporation under copyright law and disclosed to you by KCC in confidence. You shall take all reasonable steps to safeguard the Software. KCC owns and will retain all copyright, trademark, trade secret and other proprietary rights in and to Software. This License conveys to you only a non-exclusive and limited right of use,

revocable in accordance with the terms and conditions of this License. In the event that you fail to comply with any terms and/or conditions hereof, this License shall terminate automatically and KCC shall be entitled to all remedies in accordance with applicable law.

D. Other Limitations. This license is further limited as follows:

1. The Software may not be used by you for any other purpose than that set forth herein, including, without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of you or the National Institute of Justice;
2. The License granted to you hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; you shall allow only authorized users to access the COPLINK® System software and use the services of the Software.

Support and Maintenance

A. Updates. If you have a technical support and maintenance contract with KCC, then KCC will provide updates to the software as new releases become available, subject to the limitations in your maintenance contract. No customization of the COPLINK® System software products will occur unless agreed to in writing by both KCC and you. Any supplemental software code provided to you shall be considered part of the Software and be subject to all terms and conditions of this License. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to use the Update. You may continue to use the previous version of the Software on your computer after you receive the Update only to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same computer; the previous version or copies thereof are not transferred to another party or computer unless all copies of the Update are also transferred to such party or computer; and you acknowledge that any obligation KCC may have to support the previous version of the Software may be ended upon availability of the Update. You agree by your installation and use of such Software Update to voluntarily terminate your earlier License and that you will not continue to use the earlier version of the Software or transfer it to another person or entity. Any Software update is subject to the terms of this License. By installing, copying or otherwise using any such Update, you agree to be bound by the terms of this License with respect to such Update.

B. Exclusions. KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which you have authorized KCC to install the Software, nor is

KCC responsible for problems that occur as a result of the use of the Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the Software is being installed.

C. Java™ Support. The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

Miscellaneous Provisions

A. Modifications This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on your behalf and KCC.

B. Waiver The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

C. Withdrawal by Individual Agency. Should one or more agencies contributing to a COPLINK® Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK® node or data warehouse to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK® node. If an agency wishes to remove data previously migrated to the COPLINK® node or data warehouse, KCC will bill the fiscal agent for the COPLINK® node for time and materials related to this activity.

D. Use of names and trademarks. You shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the Software without the written consent of the party whose name is desired to be used. COPLINK® and other trademarks contained in the Software are trademarks or registered trademarks of KCC. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use the COPLINK® trademark or its licensors' names or any of their respective trademarks.

EXHIBIT D

CONTRACTOR TRAVEL POLICY

Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County / Special Countys (hereinafter "the County"). It is recognized that there will be times when it is necessary for contractors to travel to the County in order to perform services under a contract. Use of this policy should insure the County does not become liable for unwarranted or excessive travel expense invoices from contractors.

- A. All contract-related travel shall be prior-approved by the County.
- B. Travel, lodging, and per diem expenses incurred in performance of County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
- C. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
- D. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse the contractor if the contractor chooses to purchase these coverages.
 - 2. Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from the County prior to rental of a larger vehicle.)
 - 3. The County will reimburse the contractor for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4. The County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
- E. The contractor is responsible for any other miscellaneous personal expenses, as they are included in the contractor's lodging and per diem expenses.
- F. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph "C" above.
- G. Travel and per diem expenses shall be capped at (TO BE PROPOSED) % of project price unless otherwise specified in individual contracts.

COPLINK SOFTWARE AND SUPPORT

09027-SS

AMENDMENT NO.1

C-50-10-074-M-00

This amendment effective March 1, 2010, by and between the Maricopa County, a political subdivision of the State of Arizona, (hereinafter "Customer"), and i2/Knowledge Computing Corporation, doing business as COPLINK (hereinafter "KCC"), a corporation formed and existing under the laws of the State of Delaware. Except as amended herein, all other terms and conditions of contract 09027-SS shall remain unchanged as approved effective April 1, 2009.

Article I. ENGAGEMENT

The Customer hereby engages KCC to provide the following services and products in accordance with the terms and specifications provided herein and in the Statement of Services set forth in Schedule 1 attached hereto.

A. Products

1. KCC will provide COPLINK Solution Suite licenses, as described in Schedule 1, to the remaining sworn officers in the State of Arizona who are not licensed users of COPLINK as of October 1, 2008.
2. This amendment does not supersede, replace, or modify any existing contracts for COPLINK products or services with any criminal justice agency in the State of Arizona with the following exceptions:
 - a. Limitation on the number of users in non-enterprise licensed agencies. By agreeing to join the enterprise license agreement, any limitation on the number of agency users is removed.
 - b. Maintenance costs per Schedule 2, except that existing agreements with more favorable pricing terms than provided in Schedule 2 will continue until such time as the sliding scale costs outlined in Section C of this Article fall below any existing maintenance cost structure.

B. Future Application Programs

1. KCC offers a discount of 10 percent of the Level 5 (statewide) license costs if the participating agencies agree to act as development partners for future COPLINK software applications. This will entail the following:
 - a. Participating agencies will agree to the installation of COPLINK software in the development phase (beta-testing) on their operational COPLINK node, or a separate testing instance of the COPLINK system. KCC will grant the software licenses for such a test environment. Any third-party hardware or software required to establish such a test environment is the responsibility of the customer.
 - b. Participating agencies will provide user feedback to KCC from technical staff, administrative staff and operational users, as appropriate. This feedback will focus on functionality, appropriateness of the application to law enforcement investigations, and any recommendations for enhancements or improvements.

- c. Participating agencies will provide KCC with information on any successfully concluded investigations in which COPLINK played a major role in providing investigative leads. The information provided will be generalized and no identifying characteristics released. The agencies will have final approval over the release of any success stories.
- d. Participating agencies agree to allow KCC to utilize selected data from their COPLINK nodes for the purposes of developing a demonstration product. All such data will be completely disguised to protect the true identity of any individual. KCC will provide the disguised data to the agencies for review and approval prior to using the demonstration data in either sales or training environments.
- e. Maintenance costs for any future COPLINK software products will adhere to the maintenance schedule provided in this proposal under the "Maintenance" heading.
- f. Programs currently in development are:
 - (1) COPLINK Dashboard
 - (2) COPLINK National Identity Indexing
 - (3) COPLINK Activity Correlation Technology
 - (4) COPLINK Facial Recognition
 - (5) COPLINK Performer
 - (5) COPLINK Image Recognition Technology
- g. Individual COPLINK system nodes, defined as those hosted by the Tucson Police Dept., the Phoenix Police Dept., the Maricopa County Sheriff's Office and the Mesa Police Department, will have the option to purchase new COPLINK application modules as described in subsection f of this Paragraph 1, either as a regional purchase based on their sworn population at the time, or as a Level 5 cost if purchased on statewide basis for all COPLINK systems.

C. Maintenance and Support Services.

KCC will contract with individual agencies and/or regions for maintenance of the software. Maintenance services will be provided on a sliding scale cost determined by the percentage of state law enforcement officers whose agencies are contributing to a COPLINK node within the state.

All existing and future modules shall be maintained and supported based on the Maintenance Services Agreement in Exhibit B.

Article II. CONSIDERATION AND CUSTOMIZATION

A. Consideration.

1. In consideration for the Products and Service provided under this Amendment, Customer shall pay to KCC a total sum not to exceed the Total Software amount in Schedule 1, which shall include the annual maintenance cost for the software licenses until June 30, 2011. KCC shall charge Customer only in accordance with this amount.
2. The License cost is defined as the total cost of the COPLINK® base product and any additional products ordered by the Customer (e.g. COPLINK Agent™) as outlined in Schedule 1.

B. Customization.

Custom Engineer Work shall be defined as any work deemed special or custom in nature and not specifically detailed in the Schedule 1 of this Agreement, or any additional supplements and/or appendices pertaining thereto. If Custom Engineering Work is required, and approved in writing by Customer, KCC shall charge \$250 per hour to perform said work. This is a fixed cost price.

Article III. CONFIDENTIALITY AND DATA SECURITY

A. General.

To the extent authorized by applicable law, the parties hereto agree to keep any information identified as confidential by the disclosing party, confidential using methods at least as stringent as each party uses to protect its own confidential information.

"Confidential Information" shall include KCC's research and development plans and reports, the computer code for the UA Software and KCC Software (both source and object code), the functionality or manner of operation of any computer code (including without limitation screen designs and flows), or any other designs, techniques, methods, specifications, drawings, sketches, processes, trade secrets, product information, print-outs, formulae, samples, prototypes, systems and components, marketing or promotional information, and any other information marked confidential or accompanied by correspondence indicating such information is confidential exchanged between the parties hereto. Confidential Information also includes information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitor and product information and all other information designated as confidential. Except as may be authorized in advance in writing by KCC, Customer shall grant access to the Confidential Information only to its own employees involved in installing and maintaining the KCC software, and Customer shall require such employees to be bound by this Agreement as well. In addition, Customer shall not permit any personnel or Authorized User to remove any proprietary or other legend or restrictive notice contained or included in any material provided by KCC. The confidentiality and use obligations set forth above apply to all or any part of the Confidential Information disclosed hereunder except to the extent that:

1. KCC or Customer can show by written record that it possessed the information prior to its receipt from the other party;
2. The information was already available to the public or became so through no fault of the KCC or Customer;
3. The information is subsequently disclosed to KCC or Customer by a third party that has the right to disclose it free of any obligations of confidentiality; or
4. Is independently developed by the other party without breach of this Agreement.

B. Improper Disclosure.

Knowledge Computing Corporation and Customer acknowledge that any use or disclosure of Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the other parties irreparable damage for which remedies other than injunctive relief may be inadequate, and each party agrees that the other parties shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies. Customer shall advise KCC if a request for information deemed confidential is made. In the event that KCC does not permit disclosure, KCC shall indemnify, defend, and hold harmless Customer from any suits or damages resulting from KCC's failure to disclose.

C. Survival of Conditions.

The terms and provisions of this Article shall survive the termination of this Amendment, for any reason, unless otherwise agreed upon by the parties.

D. Improper Acts.

Customer and Authorized Users shall not attempt to reverse engineer, translate, decompile or disassemble the object code of the KCC Software and Customer agrees to use its best efforts to prevent reverse engineering, translation, decompilation and disassembly of the object code of the KCC Software by its authorized users.

E. Data Security

1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Knowledge Computing Corporation or any subcontractors in connection with this Agreement is confidential, proprietary information owned by the City of Tucson, City of Phoenix, City of Mesa, and Maricopa County, collectively known as "host law enforcement agencies." Except as specifically provided in this Agreement, Knowledge Computing Corporation shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Chief Executive Officer (City or County Manager) of the host law enforcement agencies, or his/her designee.

2. Personal identifying information, financial account information, or restricted host law enforcement agencies information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Knowledge Computing Corporation must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

3. When personal identifying information, financial account information, or restricted host law enforcement agencies information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

4. In the event that data collected or obtained by Knowledge Computing Corporation in connection with this Agreement is believed to have been compromised, Knowledge Computing Corporation shall notify the host law enforcement agencies' Privacy Officer or other designated person immediately. Knowledge Computing Corporation agrees to reimburse the host law enforcement agencies for any necessary and reasonable costs incurred by the host law enforcement agencies to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

5. Knowledge Computing Corporation agrees that the requirements of this Section shall be incorporated into all subcontractor/sub consultant agreements entered into by Knowledge Computing Corporation. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement.

6. The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

Article IV. OWNERSHIP

1. KCC shall own all computer software and data KCC develops in the performance of its obligations under this Agreement, including all copyrights, trade secrets, and other intellectual property rights with respect to any object codes, source codes, instructions, manuals or other materials relating to the installation, operation of computer software provided by KCC.

2. Customer retains ownership of any data sent or migrated to the COPLINK® Solution Suite.

In Witness whereof, the parties hereto have duly executed the amendment as of the effective date herein.

Maricopa County, Arizona

By: Don Stapley

Name/Title: DON STAPLEY CHAIRMAN BOARD OF SUPERVISORS
12.16.09

Date: MAR 23 2010

ATTEST:

Frank A. Currell
Clerk of the Board

Approved as to Form:

By: 1 Scott Senter

Name/Title: Attorney for BOS

Date: March 21 2010

Knowledge Computing Corporation
A Delaware Corporation

By: Thomas E. O'Neil

Name/Title: Thomas E. O'Neil CEO

Date: 3/15/10

SCHEDULE 1 STATEMENT OF SERVICES

KCC shall provide all Arizona Law Enforcement agencies through the designated fiscal agent, Maricopa County, for each existing COPLINK system node in the State with COPLINK software products to provide an enterprise license for all State of Arizona law enforcement officers. Existing COPLINK nodes are hosted by:

1. The City of Phoenix
2. The City of Mesa
3. The City of Tucson
4. The County of Maricopa

KCC further will perform extract, transfer and load (ETL) of disparate data sources identified by the various fiscal agents or other law enforcement agencies into the COPLINK system nodes located within the State of Arizona at the prices quoted under "cost" below.

DELIVERABLES

KCC proposes to provide the following services:

The deliverables in this project are:

1. A statewide, perpetual, non-transferrable software license for all law enforcement agencies and officers in the state for the following COPLINK products:
 - COPLINK Base
 - Detect (basic query)
 - Administration module
 - Migration engine
 - OneDOJ interface
 - COPLINK Active Agent
 - COPLINK Visualizer
 - COPLINK Incident Analyzer
 - COPLINK Mobile
 - COPLINK Adaptive Analytical Architecture (A3)
 - COPLINK Computer-based training module
2. COPLINK Intel L.E.A.D. module for the Maricopa County SO COPLINK Node.
3. Data Source ETL for the following agencies/data sources:

AGENCY	NODE	DESCRIPTION
SURPRISE PD	PPD	Spillman Unix OS RMS (std)
AVONDALE PD	PPD	Spillman Unix OS RMS (std)
BUCKEYE PD	PPD	Spillman Unix OS RMS (std)
APACHE JUNCTION	PPD	VisionAir (std)
EL MIRAGE PD	PPD	Spillman (std)
GOODYEAR PD	PPD	New World System Aegis (std)
TOLLESON PD	PPD	Spillman Unix OS RMS (std)
YOUNGTOWN PD	PPD	Xpediter by Impact Solutions (std)
ATTORNEY GENERAL	PPD	Custom system
MESA PD source 2	EVFS	to be determined
MESA PD source 3	EVFS	to be determined
SALT RIVER TRIBAL POLICE	EVFS	New World Aegis
ACTIC	MCSO	Custom system
DPS - Sex Offender	MCSO	Custom system
DPS Citations and warnings	MCSO	Custom system
DPS - Wants and Warrants	MCSO	Custom system
DPS - Gang data	MCSO	Custom system
AZ DEPARTMENT OF CORRECTIONS	MCSO	Custom system

4. Warranty/maintenance on software licenses specified in this Schedule 1 as Deliverable number one (above) until June 30, 2011.

Law enforcement agency non-commissioned staff that use the COPLINK products are not counted for the purposes of total commissioned staff in either the cost of the statewide license or the calculation for annual maintenance. Non-commissioned staff may use the COPLINK products without restriction (based on agency policy).

COST

The cost for the statewide Arizona COPLINK Enterprise licenses as described is \$554,000.00, not to include any state, county or local sales tax. This cost includes deliverables 1, 2 and 4 detailed in the previous section.

The cost for the data source extract, transfer and load is as follows:

Standard data source, first instance:	\$25,000.00
Standard data source, subsequent instance:	\$20,000.00
Custom system data source:	\$50,000.00

This cost structure applies to deliverable 3 detailed in the previous section, appropriate to the type of data source as listed in the above cost structure. The above cost is exclusive of any state, county or local sales tax.

For standard data sources to be considered a subsequent instance and thus eligible for the discount, the data source must:

- Be from the same RMS vendor;
- Be the same version, operating on the same operating system and using the same relational database management system;
- Used by the agency according to the vendor's guidelines (no routine placing of data in incorrect fields) and employing the system's standard data conventions.

**SCHEDULE 2
MAINTENANCE COSTS**

KCC is providing the following maintenance schedule:

Percent of State Sworn Officer population in potential contributing agencies	State Sworn Officer Count	Annual Maintenance Cost
0 to 65	0 to 9,733	15 percent
66 to 80	9,734 to 11,798	13 percent
81 to 100	11,799 to 14,747	10 percent

The annual maintenance cost is based on the total system cost for each COPLINK node. The system cost is the cost of all software licenses and data source integrations. Maintenance is payable annually in advance. If during the maintenance period, the number of officers in COPLINK contributing agencies crosses one of the percentage thresholds described in the table above, all contributing agencies will receive a pro-rated credit on the maintenance cost for the following year.

The percentage of participation will be reevaluated every three years from the initial date of the Agreement. In the event the level of participation changes due to an agency discontinuing participation and falls below the threshold described in the above table, the percentage calculation for maintenance costs will not change during that three-year period.

The maintenance cost is subject to annual review and may be increased by the lesser of:

1. The annual increase in the consumer price index (CPI) for All West Urban Consumers as defined by the U.S. Bureau of Labor Statistics during the previous year; or
2. Five percent of total maintenance cost.

Currently, approximately 50 percent of all Arizona law enforcement officers are in agencies that contribute data to one of the four COPLINK nodes in the state.

The following agencies are in process of securing funding for the ETL of their data source(s) into a COPLINK node, or already have an agreement with KCC to integrate their data source(s) into a COPLINK node, or are part of a shared system that has been integrated into a COPLINK node:

BULLHEAD CITY PD
CHANDLER PD
CHINO VALLEY PD

COCHISE COUNTY SD
COCONINO COUNTY SO
FLAGSTAFF PD
GILBERT PD
GLENDALE PD
KINGMAN PD
LAKE HAVASU PD
MARANA PD
MARICOPA COUNTY SO
MESA PD
MOJAVE CO.
NAU POLICE
NOGALES PD
ORO VALLEY PD
PASQUI YAGUI TRIBAL PD
PEORIA PD
PHOENIX PD
PIMA COMMUNITY COLLEGE PD
PIMA COUNTY SD
SAHUARTA PD
SCOTTSDALE PD
SIERRA VISTA PD
SOUTH TUCSON PD
TEMPE PD
TUCSON AIRPORT AUTHORITY PD
TUCSON PD
UNIVERSITY OF ARIZONA PD
WILLIAMS PD
YAVAPAI COUNTY

SCHEDULE 3
DISCONTINUENCE OF PARTICIPATION BY INDIVIDUAL AGENCY

In the event an individual agency contributing data to an Arizona COPLINK node chooses to discontinue participation, the procedure and costs are detailed below. This schedule shall replace the language for Withdrawal by Individual Agency under Miscellaneous Provisions in Exhibit C.

1. The data previously contributed by the agency may be left on the host COPLINK node; or
2. KCC can remove the agency's data from the host COPLINK node. There is a time and materials charge that will apply to this option. The cost for such removal will not exceed \$10,000.00; or
3. The agency's data can be completely restricted on the host COPLINK node such that no one has access to the previously contributed data. There is a time and materials charge that will apply to this option. The cost of this modification will not exceed \$5,000.00.
4. KCC requires a minimum of thirty days after notice of withdrawal to accomplish the deletion of the specified data from the source.

In the event an agency that previously chose to discontinue participation in a COPLINK node wishes to once again participate, the cost associated to the agency will be on a time and materials basis. The cost will vary based on whether it is necessary to migrate the data, reestablish the refresh mechanism in the event it was completely removed, or to modify the restricted data set in the event the data was left on the node. In any event, the cost will not exceed the cost for an initial data source migration of that type at the time.